

# 2016 Gains Giveaway

## OFFICIAL RULES

### NO PURCHASE NECESSARY

**1. ELIGIBILITY:** The 2016 Gains Giveaway (“Giveaway”) is open to legal residents of the fifty (50) United States and the District of Columbia (excluding Puerto Rico, Samoa, Guam, the U.S. Virgin Islands and any other U.S. territories and protectorates) who are 18 years of age or older at time of entry (“Entrant”). Entrants may not be members of any guild, union, or other organization that may prohibit them from participating in this Giveaway and that would restrict, require due payment, or otherwise have the right to oppose such Entrant’s participation in this Giveaway. Employees of Bodybuilding.com, LLC (“Bodybuilding.com”) and Liberty Media Corporation and their subsidiaries, advertising, promotion, and Internet agencies contracted by Bodybuilding.com, and their immediate family members (including spouses, parents, siblings, children and their respective spouses) and/or those living in the same household of each are not eligible. In order to be eligible, Entrant must follow these Rules. Failure to comply with these Rules may result in ineligibility. No purchase necessary. **This Giveaway is void where prohibited by law.**

**2. SPONSOR:** This Giveaway is sponsored by Bodybuilding.com, LLC located at 5777 N. Meeker Ave., Boise, Idaho (“Sponsor”).

**3. TO ENTER:** The Giveaway begins at approximately at 12:01 a.m. MT, November 14, 2016 and ends at 11:59 p.m. MT, November 20, 2016 (“Giveaway Promotion Period”). There are two (2) ways to enter.

#### The First Way to Enter:

Entrants may enter by placing a qualifying order at <http://www.bodybuilding.com/store/>, with a value exceeding \$49.00 USD, during the Giveaway Promotion Period (“Qualifying Order”). Entrants will receive (1) entry for every \$49.00 spent in any Qualifying Order, up to ten (10) entries. Entries may be accumulated in one Qualifying Order or expanded across multiple Qualifying Orders. Upon placing a Qualified Order, Entrant will receive an order confirmation e-mail from Sponsor with a link to the Giveaway landing page. On the landing page, Entrant will sign up for one (1) of ten (10) types of prizes per entry (i.e., one (1) entry for each \$49.00 spent). To constitute a valid entry, entrant must include their e-mail address used to place the Qualifying Order, Entrant’s name, Entrant’s address, and Entrant’s Qualifying Order confirmation number.

OR

#### The Second Way to Enter:

Entrants may enter by sending in a self-addressed stamped envelope to: Bodybuilding.com, LLC c/o 2016 Gains Giveaway, 5777 N. Meeker Ave., Boise, ID 83713 before the end of the Giveaway Promotion Period. The mail-in entry must contain Entrant’s name, e-mail address, and specify

which Prize Entrant would like their entry to be applied towards. Entrant may submit up to ten (10) entries via mail-in entry.

The drawing will take place on or about November 23, 2016. Sponsor, in their discretion, reserves the right to disqualify any Entrant. False, deceptive, or incomplete entries shall render an Entrant ineligible. Sponsor reserves the right to amend these rules. NO PURCHASE NECESSARY. Void where prohibited by law.

**4. ODDS.** Odds of winning odds depend on the number of eligible entries received. All prizes will be awarded. No substitution or transfer of prizes, except in Sponsors' sole discretion.

**5. WINNER SELECTION:** On or about November 23, 2016, two-hundred-fifty-eight (258) Selected Entrants ("Winner(s)") will be selected by Sponsor from among all eligible Entrants at random. Each Winner will be notified using email or other contact information provided by Entrant.

**6. PRIZES:** Each Selected Entrant may submit up to ten (10) Entries for each of the following prizes:

- One (1) 1-year gym membership at a gym of Selected Entrant's choice up to \$1,200.00 USD per year. Two (2) gym memberships will be awarded by Sponsor in total. If the value of Selected Entrant's 1-year gym membership is less than \$1,200.00 USD, the excess will not be awarded in cash or otherwise.
- One (1) Spotify® subscription worth \$120.00 USD. Ten (10) Spotify subscriptions will be awarded by Sponsor in total.
- One (1) Nike® gift card worth \$100.00 USD. Six (6) Nike gift cards will be awarded by Sponsor in total.
- One (1) Reebok® gift card worth \$100.00 USD. Six (6) Reebok gift cards will be awarded by Sponsor in total.
- One (1) iTunes® gift card worth \$25.00 USD. Ten (10) iTunes gift cards will be awarded by Sponsor in total.
- One (1) Bodybuilding.com in-store credit worth \$25.00 USD to be used toward purchases at [www.bodybuilding.com/store/](http://www.bodybuilding.com/store/). One-hundred-fifty (150) Bodybuilding.com credits will be awarded by Sponsor in total. Each \$25.00 credit will be credited to Selected Entrant's BodySpace account at [bodyspace.bodybuilding.com](http://bodyspace.bodybuilding.com). If Selected Entrant does not have a BodySpace account, Selected Entrant must create an account and Sponsor will credit the in-store credit to Selected Entrant's account. Enrollment in BodySpace is free.
- One (1) 1-year membership to Dollar Shave Club® worth \$140.00 USD. Five (5) Dollar Shave Club 1-year memberships will be awarded by Sponsor in total. Selected Entrant must create a Dollar Shave Club® membership, after which, Sponsor will purchase the 1-year membership applicable to Selected Entrant's account.
- One (1) lululemon® gift card worth \$100.00 USD. Six (6) lululemon gift cards will be awarded by Sponsor in total.
- One (1) 1-year supply of products of Selected Entrants' choice to be ordered from [www.bodybuilding.com/store/](http://www.bodybuilding.com/store/) worth \$1,200.00 USD. Three (3) 1-year supplies of products from [www.bodybuilding.com](http://www.bodybuilding.com) will be awarded in total. Each 1-year supply (\$1,200.00 credit) will be credited to Selected Entrant's BodySpace account at

bodyspace.bodybuilding.com. If Selected Entrant does not have a BodySpace account, Selected Entrant must create an account and Sponsor will credit the in-store credit to Selected Entrant's account. Enrollment in BodySpace is free.

Each of the above prizes may be referred to herein as a "Prize" or collectively as "Prizes." Each Prize is subject to the applicable vendor's terms and conditions, including terms and conditions for redemption or use of gift cards. These Prizes are subject to availability in specific jurisdictions in Sponsor's sole discretion. The value of the Prizes set forth above represents Sponsors' good faith determination of the approximate retail value thereof, and the actual fair market value, as ultimately determined by Sponsor, is final and binding and cannot be challenged or appealed. In the event the stated approximate retail value of a Prize is more than the actual fair market value of that Prize, the difference will not be awarded in cash or otherwise. Each Selected Entrant is solely responsible for the reporting and payment of any applicable federal, state, and/or local taxes on the Prize.

All entries are subject to verification at the sole discretion of Sponsor. As a condition to receiving a Prize, all Selected Entrants may be asked to sign documentation requested by Sponsor, including, without limitation an Affidavit of Eligibility/Release of Liability/Prize Acceptance Form and show proof of residency and valid identification immediately upon being chosen. If any document is returned to Sponsor as undeliverable or if Sponsor does not receive a response from a Selected Entrant within fourteen (14) business days of attempted notification, or the Entrant declines the Prize or fails to meet Sponsor requirements, such Entrant may be disqualified and the prize will either be forfeited or awarded to an alternate eligible Entrant.

**7. GENERAL:** By accepting a prize hereunder, Entrant agrees: (a) to release Sponsor and their agents, from all liability, loss or damage arising out of or relating to the Giveaway, including with respect to the Giveaway, interpretation of these Rules, decisions by the Sponsor, and any winner's acceptance and use/misuse of the prize; (b) to be bound by these Rules and comply with all Sponsor requirements; and (c) that Sponsor, their affiliates and licensees may use Entrants' names, personal information, and statements made by Entrant to Sponsor and information for advertising and promotional purposes in all media worldwide without additional compensation. Entrant irrevocably grants to Sponsor the right to edit, modify and/or publish and copyright any Entrant images. Sponsor does not make any warranty, representation or guarantee, express or implied, in fact or in law, relative to the use of any prize, including, without limitation, quality, merchantability and fitness for a particular purpose. Entrant agrees that Sponsor has the right to substitute any prize within their sole discretion.

**8. LANGUAGE:** The official version of these Official Rules is the English language version. In the event of contradictions or discrepancies between different language versions of these Official Rules, the English language version takes precedent. Entrants must submit all materials and information in English. Sponsors are not responsible for translation of any submissions or information provided in another language. Failure to submit required information in English may result in disqualification.

**9. PERSONAL INFORMATION:** Any personal information that Entrant submits in connection with the Giveaway will be collected and used by the Sponsor and their authorized agents to

administer the Giveaway and to award prizes. Entrant's personal information may also be used to send additional information about Sponsor, affiliates and licensees, and each of their respective products and programs via electronic and ordinary mail. Except as set forth herein, Entrant's personal information will not be used for any other purpose and will not be shared with anyone else unless required by law.

**10. DISCLAIMER AND RELEASE OF LIABILITY:** Sponsor is not responsible for any incorrect or inaccurate entry information, human error, technical malfunction, failures, omission, interruption, deletion, or defect of any telephone network, computer online systems, computer equipment, servers, access providers, or software, including any injury or damage to Entrant's or any other persons' computer relating to or resulting from participation in this Giveaway; inability to access the website or any pages thereof; theft, tampering, destruction, or unauthorized access to, or alteration of entries; entry submissions that are processed late or incorrectly or are incomplete, garbled, or lost due to computer or electronic malfunction or traffic congestion on the Internet or any website. Proof of entering information at website is not considered proof of delivery or receipt. All dates set forth in these Rules are approximate.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, SPONSOR SHALL NOT BE LIABLE TO ENTRANT OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS), EVEN IF SPONSOR HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. **Sponsor reserves the right to terminate, suspend, withdraw or amend the Giveaway for any reason.**

**11. GOVERNING LAW; JURISDICTION:** This Giveaway will be governed by and construed in accordance with the laws of the State of Idaho without regard to conflict of law principles. Any controversy arising under, in connection with or in any way relating to this Giveaway shall be adjudicated before a state or federal court of competent jurisdiction located in Ada County, Boise, Idaho. Entrant and Sponsor: (i) accept, generally and unconditionally, the exclusive jurisdiction of such court and any related appellate court, and irrevocably agree to be bound by any judgment rendered thereby in connection with this Giveaway, and (ii) irrevocably waive any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum.

**12. WINNERS' LIST:** After November 30, 2016, Entrants may request a Winners' List by mailing a self-addressed stamped envelope to Bodybuilding.com, c/o 2016 Gains Giveaway Winners' List, 5777 N. Meeker Ave., Boise, Idaho 83713. All requests must be received by Sponsor within six (6) weeks after the end of the Giveaway Promotion Period.